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February 11, 2005

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## Facsimile Transmission

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Re: U.S. Application No. 09/680,697

Your Ref.:

Seed IP Ref.: 530055.413R1

No. of Pages: 7 (including this page)

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### Attachments:

Transmittal Form; Revocation of Power of Attorney with New Power of Attorney and  
Change of Correspondence; Statement Under 37 CFR 3.73(b).

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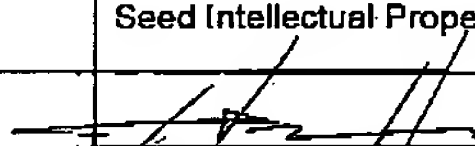
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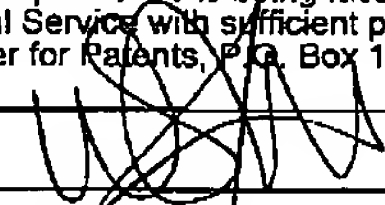
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<b>TRANSMITTAL FORM</b> <i>(To be used for all correspondence after initial filing)</i>	Application Number	09/680,697
	Filing Date	October 6, 2000
	First Named Inventor	Walter W. Collins
	Art Unit	3724
	Examiner Name	Clark F. Dexter
	Attorney Docket No.	530055.413R1

ENCLOSURES (check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement; Form PTO-1449 <input type="checkbox"/> Cited References <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts under 37 C.F.R. 1.52 or 1.53 <input type="checkbox"/> Response to Missing Parts/Incomplete Application	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Request for Corrected Filing Receipt <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation, Change of Correspondence Address <input type="checkbox"/> Declaration <input checked="" type="checkbox"/> Statement under 37 CFR 3.73(b) <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC ( <i>Appeal Notice, Brief, Reply Brief</i> ) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Return Receipt Postcard <input checked="" type="checkbox"/> Other Enclosure(s) ( <i>please identify below</i> ): <u>Facsimile Cover Sheet</u>    
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SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT			
Firm Name	Seed Intellectual Property Law Group PLLC		Customer Number <b>00500</b>
Signature			
Printed Name	Harold H. Bennett II		
Date	February 11, 2005	Reg. No.	52,404

CERTIFICATE OF TRANSMISSION/MAILING		
I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.		
Signature		
Typed or printed name	Wendy Thomas	Date: February 11, 2005

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/82 (09-04)

Approved for use through 11/30/2005, OMB 0851-0035

Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	09/680,697
	Filing Date	October 6, 2000
	First Named Inventor	Walter W. Collins
	Art Unit	3724
	Examiner Name	Clark F. Dexter
	Attorney Docket Number	530055.413R1

I hereby revoke all previous powers of attorney given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

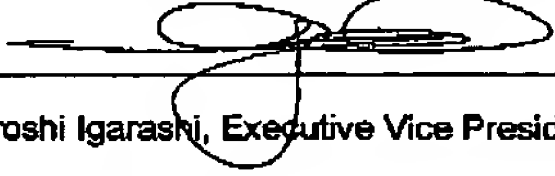
☒ I hereby appoint the practitioners at Seed IP Law Group PLLC, Customer Number: **00500**☒ Please change the correspondence address for the above-identified application to:☒ The address associated with Customer Number **00500**

OR

<input type="checkbox"/> Firm or Individual Name					
Address					
City					
Country		State		ZIP	
Telephone		Fax			

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)☒ As assignee of record of the entire interest I/we hereby elect, under 37 CFR 3.71, to prosecute the application to be the exclusion of the inventor(s).**SIGNATURE of Applicant or Assignee of Record**

Signature	
Name	Hiroshi Igarashi, Executive Vice President
Date	2/3/05

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 1 form is submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1480, Alexandria, VA 22312-1450.

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PTO/SB/96 (09-04)

Approved for use through 07/31/2008. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Walter W. Collins  
 Application No./Patent No.: 09/680,697 Filed/Issue Date: October 6, 2000  
 Entitled: FOLDING KNIFE WITH ACTUATABLE SAFETY LOCKING MECHANISM

KAI U.S.A., Ltd., dba Kershaw Knives a corporation  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
 2. ☐ an assignee of less than the entire right, title and interest.  
 The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above.  
 The assignment was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the  
 current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_


The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title noted in B above are  
 attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment  
 Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See  
 MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Hiroshi Igarashi  
 Typed or printed name

2/3/05  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Executive Vice President  
 Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Docket No. 530055.413R1

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OCT-05-2000 04:28PM FROM-LEATHERWOOD 3RD FLR.  
OCT-05-2000 03:39PM FROM-LEATHERWOOD 3RD FLR.

864-240-2479  
864-240-2479

T-850 P.003/006 F-360  
T-844 P.005/006 F-350

### AGREEMENT

Walter W. Collins, ("Collins") residing at 4651 Savannah Highway, North, South Carolina, 29112, has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto Kai U.S.A., Ltd., doing business as Kershaw Knives, ("Kershaw") with a principal place of business at 25300 S.W. Parkway Avenue, Wilsonville, Oregon 97070, the entire right, title, and interest in and to U.S. Patent No. 5,815,927, entitled FOLDING KNIFE WITH ACTUATABLE SAFETY LOCKING MECHANISM, issued on October 6, 1998, subject to an existing agreement between Collins and The B & F System, Inc., as amended, ("the B & F/Collins agreement") a copy of which is attached hereto. The assignment from Collins to Kershaw includes, but is not limited to, the entire right, title, and interest in and to any and all Letters Patent, including reissues and extensions of U.S. Patent No. 5,815,927, the right to file applications for reissues and extensions of U.S. Patent No. 5,815,927, and the right to assert and enforce said Letters Patent in any legal proceeding, and to control and settle any such legal proceeding, provided, however, Kershaw agrees to bear all costs (including attorneys fees) relating to such legal proceedings, U.S. Patent No. 5,815,927, and reissues and extensions thereof.

Collins retains all rights to past and future payments due or that become due under the B & F/Collins agreement, and these rights are fully assignable, dividable, and devisable, as Collins sees fit. Collins also retains, for the full term of U.S. Patent 5,815,927 and any extensions thereof, all rights to license other parties, exclusively or nonexclusively, to make, import, use, sell, and/or offer to sell knives defined by claims 1-11 of U.S. Patent No. 5,815,927, as originally issued on October 6, 1998, in the event that the B & F/Collins agreement expires or is terminated for any reason. Kershaw agrees to timely pay all maintenance fees necessary to maintain U.S. Patent No. 5,815,927 for the maximum allowable term (including extensions) allowed by law.

Collins agrees that he will communicate to Kershaw or its representatives any facts known to him respecting said Letters Patent, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitution, renewal, and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to the said Kershaw, make all rightful oaths and generally do everything reasonable to aid Kershaw, its successors and assigns, to obtain and enforce proper protection for said Letters Patent in the United States, and Kershaw agrees to reimburse Collins for expenses he incurs in complying with his obligations under this paragraph.

Kershaw agrees to indemnify and hold harmless Collins for any claims arising from or related to the assignment of U.S. Patent No. 5,815,927 from Collins to Kershaw provided, however, such agreement to indemnify and hold harmless shall not extend to claims arising solely from products made, sold, or licensed by Collins.

This agreement is for good and valuable consideration, the receipt of which is hereby acknowledged.

02/11/2005 16:16 FAX 1 206 682 6031  
10/03/00 14:13 503 224 5969

SEED IP LAW GROUP PLLC  
KOLISCH HARTWELL --- Kershaw Knives 023  
004/004

OCT-05-2000 04:28PM FROM-LEATHERWOOD 3RD FLR.  
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OCT-05-2000 03:40PM FROM-LEATHERWOOD 3RD FLR.

864-240-2479  
864-240-2478

T-850 P.004/005 F-350  
1-850 P.000/000

IN TESTIMONY WHEREOF, this Agreement has been executed on the dates  
indicated below.

Walter W. Collins  
Walter W. Collins

Date: 10-5-2000

KAI U.S.A., LTD. dba KERSHAW KNIVES

By Douglas Flagg  
Douglas Flagg  
National Sales Manager

Date: 10-5-00

673633.1

OCT-05-2000 04:27PM FROM-LEATHERWOOD 3RD-FLR.  
10/05/00 14:11  
OCT-05-2000 03:43PM FROM-LEATHERWOOD 3RD-FLR.

864-240-2479 T-550 P.002 F-350  
864-240-2479 T-565 P.004/006 F-351

### AGREEMENT

The B & F System, Inc. ("B & F"), having as its principal place of business 3920 South Walter Walker, Dallas, Texas 75236, has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto Kai U.S.A., Ltd, doing business as Kershaw Knives ("Kershaw"), with a principal place of business at 25300 S.W. Parkway Avenue, Wilsonville, Oregon 97070, all right, title, and interest in and to any reissues and extensions of U.S. Patent No. 5,815,927, entitled FOLDING KNIFE WITH ACTUATABLE SAFETY LOCKING MECHANISM, subject to an existing agreement between Walter W. Collins and B & F. A copy of that agreement, as amended, ("the B & F/Collins agreement") is attached.

B & F retains its rights to make, import, use, sell, and offer to sell knives under the B & F/Collins agreement. B & F acknowledges that this agreement gives it no license from Kershaw to make, import, use, sell, or offer to sell assisted-opening knives not encompassed by the definition of "Licensed invention" in the B & F/Collins agreement.

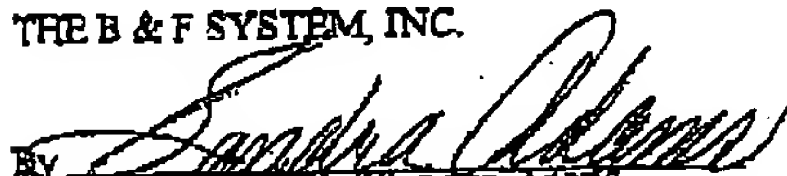
B & F also retains its rights to take appropriate action, at its expense, to combat any infringement by a third party on U.S. Patent No. 5,815,927 and any reissues and extensions thereof, and to recover damages for such infringement, but only to the extent that such infringement relates to knives defined by claims 1-11 of U.S. Patent No. 5,815,927, as originally issued on October 6, 1998. Kershaw, its successors and assigns have all remaining rights to assert and enforce, at Kershaw's expense, any reissues and extensions of U.S. Patent No. 5,815,927, and to control and settle any legal proceeding, at its sole discretion.

Kershaw hereby agrees to indemnify and hold harmless B & F for any claims arising from or related to the assignment of U.S. Patent No. 5,815,927 from Walter W. Collins to Kershaw, provided, however, such agreement to indemnify and hold harmless shall not extend to claims arising solely from products made, sold, or licensed by B & F.

This agreement is for good and valuable consideration, the receipt of which is hereby acknowledged.

IN TESTIMONY WHEREOF, this Agreement has been executed on the dates indicated below.

THE B & F SYSTEM, INC.

By:   
Bill Mayer President  
Sandra Adams Secretary/Treasurer  
Signing in behalf of Bill Mayer

Date: 10-5-00

KAI U.S.A., LTD, dba KERSHAW KNIVES

By:   
Douglas Flagg  
National Sales Manager

Date: 10-5-00

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